



## AUTHORIZED DISTRIBUTOR AGREEMENT

This Authorized Distributor Agreement is made by and between THREEZ Company, LLC ("Company" or "Supplier"), with its principal place of business located at 1225 W. Beaver Street, Jacksonville, FL 32204, and \_\_\_\_\_, the Authorized Distributor ("Distributor") whose signature, name and address appear below on this Agreement.

### WHEREAS

- A. The Supplier is engaged in the manufacture and sale of paper products and other facilities maintenance supplies (hereinafter referred to as the "Products") as delineated in Schedule A of this agreement. The Company is interested in the sale of its Products under the registered trademark of "Blissful" and the establishment and maintenance of both the goodwill and image of the Company under the registered trademark of "THREEZ Company".
- B. The Distributor desires to secure from the Supplier, and Supplier is willing to grant to the Distributor, the right to sell and distribute Supplier's products in the City of \_\_\_\_\_ (hereinafter referred to as the "Territory"). The Distributor is equally interested in promoting the sale of the Products and protecting the interest and image of the Company's name and trademarks.

### NOW THEREFORE, it is mutually agreed as follows:

1. **TERM:** The term of this Agreement shall be for a period of two years commencing on \_\_\_\_\_, and terminating on \_\_\_\_\_, unless either party shall notify the other of its intention to renew this Agreement. Upon acceptance of this agreement by the Company. The Distributor shall have the right to offer the services and to sell the products offered by the Company in accordance with the Company's marketing program and policies and procedures, which may be amended and changed from time to time and to which the Distributor agrees to comply. The Distributor understands and agrees that the Company's marketing program and policies and procedures are incorporated into and made a part of this Agreement. Either party shall have the option to terminate this Agreement by giving the other party 90 days written notice provided said notice shall set forth the breach being claimed as the basis for termination. If the offending party cures the breach being claimed within said 90-day period, the notice of termination shall be void and this Agreement shall continue in full and force and effect. The Distributor agrees that the Company may continue to provide service to its customers through other Distributors or otherwise if the Distributor ceases to be an active Distributor.
  
2. **DUTIES:** The Distributor will maintain, or cause to be maintained, a sales staff for the distribution of the products handled by Distributor. With respect to any prospective sales agents hired by the Distributor, the Distributor agrees and accepts the responsibility to ensure that such prospective sales

agents receives training and materials resulting in the general knowledge of the Company's marketing programs and guidelines. The Distributor shall use its best efforts to promote the sale and distribution of Supplier's Products and to provide adequate support, which efforts shall include the following:

- a. Establishing and maintaining appropriate, sanitary and accessible premises and facilities for storage of Product;
  - b. Provide an adequate, trained sales and technical staff to facilitate the sale and distribution of the Product.
  - c. Undertake promotional campaigns and solicit perspective clients.
3. **MINIMUM PURCHASE AMOUNT:** In order to become the sole authorized Distributor in the Territory, a minimum purchase amount of \$12,000 is required on a monthly basis. Distributor shall pay a 50% non-refundable deposit at the time the order is placed. The remaining 50% is due upon delivery of the order to the Distributor's warehouse.
4. **PURCHASE PRICE:** The price to Distributor shall be based upon cost of goods sold as well as delivery to Distributor's warehouse. The product delivery method and price to said warehouse shall be mutually agreed upon by both Parties. While the Company has the capacity to directly transport the Products to the Distributor using its own delivery trucks, however the Company may from time-to-time hire other freight companies to also deliver the Products if it is more cost effective. Supplier and Distributor shall negotiate any price increases for the Products at least 60 days prior to the effective date of any such increase. The Distributor shall have the right to order one month's supply of the Products at the current price prior to any increase.
5. **ORDER PROCEDURES:** The Distributor shall order Products by written notice to the Supplier. The Distributor understands that all orders submitted are subject to acceptance by the Company at its offices in Jacksonville, Florida and to the terms of this Agreement. Each order shall specify the number of cases/pallets to be shipped, type of units to be shipped (as identified by Supplier's item code and description). Supplier shall indicate its acceptance of such purchase order by returning a signed copy and/or email response to Distributor. Supplier agrees to ship units to Distributor according to the delivery schedule set forth in each order as accepted by Supplier, unless Supplier otherwise indicates in writing. The Distributor will not ship Products to other territories outside of its Territory except with written approval of the Supplier. The Company will refer to Distributor any and all orders or inquiries for the Products that it may receive from within the Distributor's Territory, or any orders which are intended for eventual shipment to the Territory. The Distributor agrees that the Company may release its name and telephone number in response to a customer's request for a Distributor in its territory.
6. **PRODUCT DELIVERY:** Shipping dates are approximate and are based, to a great extent, on prompt receipt by Supplier of all necessary ordering information from Distributor. Supplier shall not be in default by reason of any failure in its performance under this Agreement if such failure results from, whether directly or indirectly, fire, Act of God or otherwise arisen out of causes beyond the control of the Supplier. Nor shall the Supplier at any time be liable for any incidental, special or consequential damages.
7. **INVENTORY LEVELS:** The Supplier will fill promptly and to the best of its ability all orders for the Products received from the Distributor. The Supplier will notify the Distributor when inventory levels

fall below the designated target set forth by the Distributor, so that proper notice (at least 10 day notice) is provided to the Distributor regarding any anticipated out-of-stock items.

8. **REPRESENTATION:** The Distributor agrees to maintain and reflect the highest standards of integrity, honesty and responsibility in dealings with the Company, customers, and other Distributors and Directors, and agree to hold the Company harmless from any damages resulting from actions or misrepresentations by the Distributor. The Distributor will protect the Company's interests and hold the Company harmless from false, deceptive, or misleading advertising. The Distributor recognizes the Company's ownership of its trademarks and trade names.
9. **NON-COMPETE:** The Distributor agrees not to use such trademarks and trade names without the Company's prior written permission, and the Distributor agrees not to register or attempt to register the Company's trademarks with any trademark office. The Distributor further agrees not to use the Company's trademarks on or in any web site or URL without the Company's written permission and approval. The Distributor also agrees not to use the Company's name, products, literature, videos or trademarked services to promote or sell products of another company. Distributor agrees not to represent or sell other products which are deemed to be competitive with the Supplier's products unless agreed to by the Supplier by written notice. The Distributor shall not copy or reproduce the Company's materials regardless of the source or format, including, but not limited to, audio, video, print, the Internet, electronic and digital, for any purpose without the Company's advance written consent.
10. **CANCELLATIONS/RETURNS:** The Distributor may cancel any order (prior to shipment) upon giving timely written notice (at least 24 hour in advance). The Distributor may return any or all of Product/s received upon giving timely written notice with 30 days of shipment. There is a twenty- percent (20%) restocking fee on all returns. The Company agrees to pick up any returned items upon their next delivery to the Distributor.
11. **INDEPENDENT AGENT:** The Distributor is not an employee of the Company and will not be treated as an employee with respect to any services for federal tax purposes, state tax purposes or otherwise. The Distributor understands that the Distributor shall have no power or authority to incur any debt, obligation or liability on behalf of the Company. The Distributor will file all reports required by law and at all times abide by federal, state and local law requirements of every nature in conjunction with its business, thereby assuming sole liability for all income and sales taxes due on sales income earned in connection herewith.
12. **WAIVERS:** No waiver of a breach of the terms of this Agreement shall be effective unless made in writing, and no such waiver shall be deemed a waiver of any other existing or subsequent breach. No modification of this Agreement shall be of any effect unless set forth in writing.
13. **SUBCONTRACT:** The Company prohibits subcontracting or assigning any of the work contemplated under this Agreement to a third party.

This Agreement is the sole and only Agreement between the parties relating to the subject matter hereof, and it is not subject to alterations, modification or change, except in writing, signed by an authorized executive of the Company and the Distributor. Nothing contained in this Agreement imposes any obligation on either Distributor or the Company to enter into any further contracts with, or have any further dealings with, the Company. The parties agree that either party may immediately terminate this Agreement for a breach of any covenant, term or condition of this Agreement. This Agreement is subject to acceptance by the Company at its offices in Jacksonville, Florida. The parties agree that this Agreement is governed by the laws of the State of Florida, excluding any conflicts of laws provisions, and that the proper venue of any claim or dispute concerning any matter related to this Agreement and any action commenced by either party shall be in the applicable courts in Duval County, Florida.

**IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.**

**COMPANY/ SUPPLIER:**

**THREEZ COMPANY LLC  
1225 W. BEAVER STREET, JACKSONVILLE, FL 32204**

Authorized Representative Name & Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**AUTHORIZED DISTRIBUTOR:**

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

Authorized Representative Name & Title: \_\_\_\_\_

Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_